

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF MICHIGAN**

IN RE:

**John M. McMaken
Debtor.**

Case No.13-07024-jtg

Chapter 7
Judge John T. Gregg

**Taylor Lumber Company
Plaintiff,**

vs.

Adv. No: 13-80347-jtg

**John M. McMaken
Defendant.**

CONSENT JUDGMENT FOR NON-DISCHARGEABILITY OF DEBT

THE PARTIES by and through their attorneys having filed a Stipulation for Entry of Judgment for Non-Dischargeability, the Court having reviewed same and having been otherwise advised in the premises;

IT IS HEREBY ORDERED AND ADJUDGED that Judgment is entered against the Defendant in the amount of \$25,000 plus interest at the rate of .11% per annum from the date of entry of this Judgment forward. This Consent Judgment is subject to the following payment arrangements for satisfaction of said judgment:

- A. Defendant may satisfy this Judgment of Non Dischargeability in full by payment of the total sum of \$11,000 payable in installments of \$200 per month commencing January 31, 2015 and due on the last day of each month thereafter until paid in full. All payments shall be paid directly to Plaintiff by Defendant.

B. Failure of the Defendant to timely make any monthly payment when due shall entitle Plaintiff to issue a Notice of Default to the Defendant. Should Defendant fail to cure the default within 10 days after issuance of the Notice of Default this shall entitle the Plaintiff to the total judgment amount of \$25,000 (twenty five thousand dollars) less any payments made by Defendant. Upon the uncured default by Defendant as provided herein, the Plaintiff may thereafter use whatever legal collection procedures are available pursuant to the United States Code or State Law in order to satisfy the Judgment.

IT IS FURTHER ORDERED AND ADJUDGED that the indebtedness of \$25,000 plus interest at .11% per annum is excepted from the Defendant's discharge pursuant to 11 USC 523 (a) (4).

IT IS FURTHER ORDERED AND ADJUDGED that this Judgment shall be excepted from discharge in any future bankruptcy case filed by the Defendant, to the extent permissible pursuant to applicable law.

IT IS SO ORDERED.

END OF ORDER

Signed: February 4, 2015



John T. Gregg
John T. Gregg
United States Bankruptcy Judge